dispatch) come much closer into parity, and hence the difference loses competitive significance as a result of the study. Stacy PM Affidavit ¶¶ 135-142.

For Missed Installation Appointments, BellSouth states that it met or exceeded the retail analogue for 15 of the 17 2-wire analog loop sub-metrics for which CLEC data was reported in March 2001. In April 2001, BellSouth improved its performance and met the retail analogue for 100% of the 18 sub-metrics for which there was CLEC data. BellSouth's performance for loops on Percent Provisioning Troubles in 30 Days is comparable to its performance on Missed Installation Appointments. In March 2001, BellSouth met or exceeded the retail analogue for 100% of the 16 sub-metrics with CLEC data; in April 2001, BellSouth performed at parity for 15 out of the 16 sub-metrics with data. Finally, according to BellSouth, Maintenance Average Duration was significantly less for CLECs than for BellSouth retail in both March and April 2001.[41]

In March and April 2001, BellSouth met the retail analogue for OCI for loop-port combinations with 10 or more circuits (both dispatch and nondispatch). For those loop-port combinations with less than 10 circuits (both dispatch and nondispatch), BellSouth failed to meet the analogue in March 2001. However, according to the Gertner/Bamberger Study, BellSouth would have met the applicable retail analogue in both categories but for improperly "L"-coded orders and customer-caused misses. *Gertner/Bamberger Affidavit,* Table 3A. Moreover, in April 2001, BellSouth's performance improved, as BellSouth met the applicable retail analogue for loop-port combinations with less than 10 circuits with a dispatch as well as loop-port combinations

[41] For example, BellSouth notes that in April, the maintenance average duration for BellSouth retail was 23.11 hours, while the average duration for CLEC 2-wire analog loop/Design/Dispatch was 5.53 hours. *See* Monthly State Summary, Docket No. 7892-U.

with ten or more circuits (both dispatch and nondispatch). This trend continued in May 2001. *See* Monthly State Summary, Docket No. 7892-U

On Missed Installation Appointments, BellSouth met or exceeded the retail analogue in March and April 2001 for three of the four loop-port combination sub-metrics. Monthly State Summary, Docket No. 7892-U. On the fourth sub-metric (<10 circuits/non-dispatch), BellSouth notes that the difference between retail and CLEC performance in April 2001 was only .03%, which, according to BellSouth, is not a competitively significant difference. *Id.* In May 2001, BellSouth met or exceeded the retail analogue for all four loop-port combinations sub-metrics with respect to Missed Installation Appointments.

BellSouth asserts that it performed equally well on Percent Provisioning Troubles Within 30 days. In March 2001, BellSouth met or exceeded the retail analogue for 3 of the 4 loop-port combination sub-metrics. On the fourth sub-metric (<10 circuits/non-dispatch), BellSouth's performance to its retail units was only approximately one percentage point better than its performance to its CLEC customers. BellSouth met the retail analogue for this measure in April and May 2001. Finally, BellSouth met or exceeded the Maintenance Average Duration retail analogue for both dispatch and non-dispatch loop-port combinations in March, April, and May 2001. *Id.*

(b) Access To xDSL-capable Loops

BellSouth asserts that it offers CLECs nondiscriminatory access to xDSL-capable loops in Georgia. To compensate for differing parameters such as the end user's distance from the serving wire center, BellSouth offers CLECs a variety of unbundled loops that may support DSL services provided by the CLEC to its end user customers. These loop

types include: ADSL-capable loop; HDSL-capable loop; ISDN loop; Universal Digital Channel ("UDC"); Unbundled Copper Loop ("UCL"), Short and Long; and, UCL-Nondesign ("UCL-ND"). *Testimony of Wiley (Jerry) G. Latham,* Docket No. 11900-U. As of March 31, 2001, BellSouth had provisioned 3,484 two-wire ADSL loops, 130 two-wire HDSL loops, and 33 four-wire HDSL loops in Georgia. *Milner Affidavit,* ¶ 99.

For pre-ordering of xDSL-capable loops, BellSouth asserts that it offers CLECs nondiscriminatory access to actual loop make-up information through electronic and manual processes. *Testimony of Ronald Pate,* Docket No. 11900-U; *Stacy Affidavit,* ¶¶ 85-91. Manual loop qualification is available when BellSouth's electronic records do not have LMU for a particular loop. *Testimony of Ronald Pate,* Docket No. 11900-U. The loop make-up process provides CLECs with access to detailed information regarding the suitability of particular loops for xDSL services, including loop length, cable length by gauge, quantity of load coils, location of load coils, quantity of bridged tap, and location of bridged tap. *Stacy-OSS Affidavit,* ¶¶ 159-162. Loop make-up information is obtained from the Loop Facility Assignment and Control System ("LFACS"), and BellSouth asserts that CLECs have access to the same loop make-up information as BellSouth's retail operations, in the same manner and within the same time frames. *Stacy Affidavit,* ¶ 86.

In addition, BellSouth also offers its Loop Qualification System ("LQS") to Network Service Providers to enable them to inquire as to whether POTS lines will support BellSouth's wholesale ADSL service. While the information is not guaranteed, CLECs also have electronic access to LQS to enable them to obtain certain loop qualification information that they can use to provide whatever type of xDSL service they

desire. *Stacy-OSS Affidavit*, ¶¶ 165-66. LQS provides the CLEC with a non-guaranteed response as to whether an existing telephone number is served by a loop that will support ADSL service. *Id.*

To further enable CLECs to provide high-speed data services to their end users, BellSouth states that CLECs have the option of selecting the precise conditioning (*i.e.*, loop modification) they desire on a loop. *Milner Affidavit*, ¶ 88. If a CLEC needs to have a loop conditioned, it can use BellSouth's Unbundled Loop Modification ("ULM") process in order to modify any existing loop to be compatible with the CLEC's particular hardware requirements. *See Testimony of Jerry Latham*, Docket No. 11900-U. The ULM process conditions the loop by the removal of any devices that may diminish the capability of the loop to deliver high-speed switched wireline capability, including xDSL service. BellSouth will provide line conditioning for an unbundled loop upon request from a CLEC, regardless of whether BellSouth offers advanced services to the end-user customer on that loop. *Id.*

With respect to timeliness of loop installation, in March, April, and May 2001, BellSouth met the applicable retail analogue for OCI for all xDSL loop sub-metrics for which there was any CLEC volume. Moreover, in April and May 2001, BellSouth provisioned xDSL loops without conditioning within the Commission's 7-day benchmark. In addition, in March, April, and May 2001, BellSouth met or exceeded the retail analogue for Percent Missed Installation Appointments for xDSL<10 circuits/Dispatch, the only sub-metric for which there was CLEC data. *See* Monthly State Summary, Docket No. 7892-U.

BellSouth asserts that it not only delivers service in a timely manner, but it also does so without any more technical problems than the service BellSouth delivers to its retail orders. While BellSouth did not meet the retail analogue in March and May 2001 for Percent Provisioning Troubles Within 30 Days for xDSL<10 circuits (the only category for which there was CLEC data), CLECs only experienced troubles on less than 3% of the loops each month. Thus, even though BellSouth did not meet the analogue, BellSouth claims that it still performed at a high level for CLECs and their end users. Given the uniformly high level of performance, BellSouth argues that the slight difference in performance is competitively insignificant. *BellSouth Direct Comments p. 50.*

When CLECs did experience trouble on xDSL-capable loops, BellSouth asserts that it handled the troubles in the same time and manner as it handled the troubles for its retail units. BellSouth met or exceeded the retail analogue for Missed Repair Appointments for both xDSL sub-metrics in March, April, and May 2001. Furthermore, the Maintenance Average Duration for CLECs was the same as or shorter than BellSouth retail for all xDSL sub-metrics for March, April, and May 2001. *See* Monthly State Summary, Docket No. 7892-U.

(c) Hot Cut Conversions

BellSouth asserts that it accomplishes "hot cuts" in a timely, accurate manner with a minimum number of troubles following installation. Hot cuts involve the conversion of an existing BellSouth customer to the network of a competitor by transferring the customer's in-service loop over to the CLEC's network. *Milner Affidavit*, ¶ 102. BellSouth has implemented three hot cut processes, two involving order

coordination and one that does not involve such coordination. *Id.* The two processes that include order coordination are a time-specific cutover and a non-time-specific cutover. Both of these processes involve BellSouth and the CLEC working together to establish a time for the cutover. In the third option, the CLEC merely specifies the date on which the cut is to occur but leaves the time of the cutover to BellSouth's discretion. *Milner Affidavit*, ¶¶ 103-105. According to BellSouth, these three options give the CLEC choices depending on its business plan and the needs of its end user.

BellSouth notes that in March, April, and May 2001, BellSouth performed above the benchmark for every hot cut sub-metric. In particular, in April 2001, BellSouth completed 100% of the hot cuts on time specific SL1 loops and non-time specific SL2 loops in less than fifteen minutes. In addition, BellSouth performed the cutovers correctly, with less than 2% of the cut loops experiencing troubles within 7 days. *See* Monthly State Summary, Docket No. 7892-U. BellSouth insists that it provides coordinated hot cuts in a timely manner, at an acceptable level of quality, with minimal service disruptions, and with a minimum number of troubles following installation. *See SWBT-KA/OK Order,* ¶ 201; *Verizon-MA Order,* ¶ 110 (BOC demonstrates compliance by providing hot cuts in a timely manner, at an acceptable level of quality, with minimal service disruptions, and with a minimum of troubles following installation).

(d) Access to Subloop Elements

In addition to the unbundled loops themselves, BellSouth states that it offers CLECs nondiscriminatory access to sub-loop elements. *Milner Affidavit*, ¶ 90. A sub-loop unbundled network element is an existing portion of the loop that can be accessed at accessible points on the loop. This includes any technically feasible point near the

customer premises, such as the pole or pedestal, the network interface device ("NID") or minimum point of entry to the customer's premises, the feeder distribution interface, the Main Distributing Frame, remote terminals, and various other terminals. *Milner Affidavit*, ¶ 90. BellSouth offers loop concentration/multiplexing, loop feeder, loop distribution, intrabuilding network cable, and network terminating wire as subloop elements. *Id.* CLECs can request additional subloop elements via the bona fide request process. As of March 31, 2001, BellSouth has provided CLECs over 500 subloop elements region-wide. *Milner Affidavit*, ¶ 91.

(e) Line Sharing

Line-sharing allows CLECs to provide high speed data service to BellSouth voice customers. BellSouth states that it provides access to the high frequency portion of the loop as an unbundled network element in accordance with the FCC rules. *See Deployment of Wireline Services Offering Advanced Telecommunications Capability and Implementation of Local Competition Provisions of the Telecommunications Act of 1996*, Third Report and Order, CLEC Docket No. 98-147 and Fourth Report and Order, CLEC Docket No. 96-98, 14 FCC Rcd 20,912 (1999); *Deployment of Wireline Services Offering Advanced Telecommunications Capability*, Order on Remand, CC Docket Nos. 98-147, 98-11, 98-26, 98-32, 98-78, 98-91 (1999) ("*Line-Sharing Reconsideration Order*"). Specifically, according to BellSouth, line-sharing is available to a single requesting carrier, on loops that carry BellSouth's POTS, so long as the xDSL technology deployed by the requesting carrier does not interfere with the analog voice band transmissions. BellSouth states that it allows line-sharing CLECs to deploy any version of xDSL that is presumed acceptable for shared-line deployment in accordance with FCC rules and will

not significantly degrade analog voice service. *Id.* Like SWBT, BellSouth developed the line-sharing product in a collaborative effort with CLECs and claims that it is continuing to work cooperatively with the CLECs on an ongoing basis to resolve issues as they arise. *Testimony of Thomas G. Williams*, Docket No. 11900-U. As of April 1, 2001, BellSouth had provisioned 574 line-sharing arrangements in Georgia and had provisioned 2,542 such arrangements region-wide. *Milner Affidavit*, ¶ 95.

According to BellSouth, the pre-ordering, ordering, provisioning, and maintenance and repair processes for the line-sharing product are very similar to the processes for xDSL-capable loops. *Id.* For loop makeup information, the process is the same whether the CLEC wishes to obtain an xDSL-capable loop or the high frequency portion of the loop. *Id.*

BellSouth asserts that it provisions line sharing in a timely, accurate and nondiscriminatory manner. *See Verizon-MA Order*, ¶ 114 ("a successful BOC applicant could provide evidence of BOC-caused missed installation due dates, average installation intervals, trouble reports within 30 days of installation, mean time to repair, trouble report rates and repeat trouble report rates"). In March, April, and May 2001, BellSouth asserts that it provided CLECs engaged in line sharing far better service on order completion interval for CLEC line sharing than it did for its retail units. In addition, according to BellSouth, it performed better on missed installation appointments for CLECs engaged in line splitting than it did for its own retail units in March, April, and May 2001 and met the applicable retail analogue for percent provisioning troubles within 30 days and maintenance average duration in all three months.

(f) Line Splitting

BellSouth states that it will facilitate line splitting between CLECs using BellSouth's unbundled network elements in full compliance with the FCC's rules. *Williams Testimony*, Docket No. 11900-U. Specifically, BellSouth facilitates line splitting by CLECs by cross-connecting a loop and a port to the collocation space of either the voice CLEC or the data CLEC. The CLECs may then connect the loop and the port to a CLEC-owned splitter and split the line themselves. BellSouth offers the same arrangement to CLECs as that described by the FCC in the *SWBT-TX Order* and the *Line-Sharing Reconsideration* Order. *See* SGAT, Sec. II.B.9.b. By allowing CLECs to engage in line splitting, BellSouth asserts that its current offerings meet all FCC requirements for line splitting. *SWBT-TX Order*, ¶¶ 323-329.

(3) CLEC Comments

(a) Access To Voice Grade Loops

AT&T and KMC raise various ordering and provisioning issues with respect to unbundled loops, primarily with respect to the hot cut conversion process. These issues are discussed in greater detail in subsection (c) below.

(b) Access to xDSL Capable Loops

Several CLECs complain that BellSouth's ordering and provisioning procedures for xDSL-capable loops do not meet the requirements of the checklist. Covad argues that Performance Measure P-9 (Percent Provisioning Troubles) demonstrates BellSouth's failure to provision loops in a nondiscriminatory manner, claiming that 2.23% of CLEC stand-alone xDSL loops had trouble within 30 days of installation, compared with 0.0% percent of those for BellSouth ADSL retail. *Davis Affidavit*, Att. 3. Similarly, Covad states that BellSouth has failed to meet the Commission's 7-day benchmark for

provisioning stand-alone xDSL loops that do not require conditioning because, according to Covad, BellSouth's xDSL provisioning takes on average 9.5 business days.

Covad also questions BellSouth's maintenance and repair of xDSL capable loops. Covad argues that BellSouth resolves "trouble tickets" on its own stand-alone xDSL loops in an average of 4.78 hours, but takes much longer to resolve Covad trouble tickets. *Davis Affidavit*, ¶23, Att. 6. Covad also complains that BellSouth systematically favors its retail operations since the ISDN loops it provides to Covad are five times as likely to experience trouble within 30 days of provisioning. *Davis Affidavit*, Att. 3.

(c) Hot Cut Conversions

AT&T and KMC make a number of claims regarding BellSouth's hot-cut conversion performance. AT&T argues that BellSouth's hot cut process fails to provide a timely hot cut schedule on which AT&T and its customers can rely. For example, AT&T claims that BellSouth failed to return hot cut FOCs in 24 hours and should conduct a facilities check before issuing a FOC. *Berger Affidavit*, ¶13. AT&T also complains about BellSouth's performance with respect to a memorandum of understanding executed by the parties concerning hot cut conversion procedures and BellSouth's request for a four-hour window to start a conversion when a customer's service is provided over BellSouth IDLC. *Berger Affidavit*, ¶29. AT&T also claims that the majority of AT&T's Local Number Portability hot cuts were handled as partially mechanized. *Berger Affidavit*, ¶20.

KMC states that it must monitor BellSouth personnel for 3-4 days in advance of hot cut with number porting, *Johnson Affidavit*, ¶ 7, and that BellSouth often misses firm appointment times to cutover a loop. *Weiss Affidavit*, ¶ 11. KMC also points to problems

with supplementing loop orders, particularly with respect to erroneous disconnects, and accuses BellSouth of failing to complete the requisite translations work in its switches for roughly one in five KMC orders. *Weiss Affidavit*, ¶ 9.

(d) Access to Sub-Loop Elements

AT&T raises a number of issues regarding access to Multiple Dwelling Units ("MDUs"), which AT&T claims represent approximately 38% of the Georgia telecommunications market. AT&T contends that it lacks meaningful access to sub-loop elements. This access is needed to access tenants in MDUs. AT&T also states that it has been compelled repeatedly to seek assistance from the Georgia Commission in order to force BellSouth to grant AT&T such access. *Neumann Affidavit*, ¶¶ 6 and 15-27. In addition, AT&T argues that BellSouth has adopted delay tactics for testing the single point of interconnection (including prolonged selection of vendor and cessation of testing until Interconnection Agreement signed) (*Neumann Affidavit*, ¶¶ 29-30; AT&T Comm. CLI # 4, 11) and that BellSouth imposes procedures for MDU access that are vague, inefficient, and often contrary to language of interconnection agreements. *Neumann Affidavit*, ¶¶ 34-46.

(e) Line Sharing

AT&T contends that BellSouth must provide line sharing over Next Generation Digital Loop Carrier ("NGDLC") systems and that BellSouth will not allow CLECs to install cards into BellSouth DSLAMS. *Turner Affidavit,* ¶ 33. Covad claims that BellSouth has not provided line-shared loops to CLECs in three days, as required in the Line Sharing Amendment to the Covad/BellSouth Georgia Interconnection Agreement. *Davis Affidavit*, Att. 3, 7, 8.

(f) Line Splitting

AT&T argues that BellSouth discontinues providing advanced services to a customer that elects to receive voice service from a CLEC. This, according to AT&T, "inhibits CLEC entry into the market for advanced services." *Turner Affidavit*, ¶ 31. AT&T also claims that BellSouth will only provide line splitting for a new customer if the CLEC provides the splitter. AT&T argues that BellSouth's refusal to provide the splitter effectively precludes CLECs from offering new customers voice and data over same loop. *Turner Affidavit*, ¶¶ 17-19. AT&T argues that BellSouth improperly provides access to line splitting only when BellSouth loses the voice service for a customer on a line-shared loop. *Turner Affidavit*, ¶ 22. AT&T also complains that BellSouth refuses to deploy splitters one line at a time and contends that BellSouth will not charge UNE-P rates for UNE-P when it is part of line splitting and that BellSouth does not provide the same level of support for UNE-P line splitting as it does for UNE-P voice services. *Turner Affidavit*, ¶¶ 27-30.

(4) Discussion

(a) Access To Voice Grade Loops

The Commission finds that BellSouth is providing nondiscriminatory access to voice grade loops. Consistent with directives of the FCC, this finding is based upon the length of time it takes BellSouth to provision a voice grade loop, the extent to which BellSouth misses loop installation appointments, the percentage of voice grade loops provisioned to CLECs that need repair within the first seven days, and the length of time it takes BellSouth to complete necessary repairs. *See Bell Atlantic-NY Order*, ¶¶ 270 & 283 (performance measurements showing provisioning intervals and success in meeting

due dates are instructive in proving nondiscriminatory access); *SWBT-TX Order,* ¶ 249; *Verizon-MA Order,* ¶ 111; *SWBT-KA/OK Order,* ¶ 208 (FCC continues to rely primarily upon missed installation intervals and average installation intervals). The record reflects that BellSouth's performance with respect to these activities, while not perfect, is sufficient to warrant a finding of compliance with the requirements of Checklist Item 4. *Cf. Second Louisiana Order,* ¶¶ 192-199 (finding that BellSouth failed to provide sufficient performance data to demonstrate compliance with this checklist item).

For OCI, BellSouth reported CLEC data in 16 sub-metrics related to 2-wire analog loops in March 2001. BellSouth met or exceeded the retail analogue in 11 of the 16 sub-metrics. In April, BellSouth met or exceeded the retail analogue in 12 of the 16 sub-metrics. In May, BellSouth met or exceeded the retail analogue for all of sub-metrics for which there was CLEC data, and in June BellSouth met or exceeded the retail analogue in 10 of the 11 sub-metrics for which data was reported.[42]

For March and April 2001 OCI Metrics, BellSouth hired the firm of Lexecon, Inc., to assess the impact on the average completion interval for unbundled loops caused by CLEC requested due dates that are beyond BellSouth's standard provisioning intervals (so called "L" code orders) and customer-caused misses. As reflected in the Affidavit of Messrs. Gertner and Bamburger, when BellSouth's performance data is adjusted to account for "L" codes and customer-caused misses, BellSouth met the applicable retail analogue for OCI for 2-wire analog loop/< 10 circuits that involve a dispatch for March 2001. Additionally, BellSouth met that measure for May-July 2001. As noted above, BellSouth has brought the non-design/<10 circuits/non-dispatch, non-

[42] Docket No. 7892-U Performance Measures March and April (B.2.1.8.1.1 thru B.2.1.13.1.2; May and June (B.2.1.8.1.1 thru B.2.1.13.2.4).

design w/INP/<10 circuits/non-dispatch and non-design w/LNP/<10 circuits/non-dispatch submetrics much closer into parity from the March through April 2001, time period. The Commission agrees with BellSouth that the difference loses competitive significance as a result of the study. BellSouth OCI performance for Analog loops significantly increased in May and June 2001. BellSouth missed only 1 sub-metric (B.2.1.13.1.4) in June 2001 and met all of the sub-metrics in May 2001.

For Missed Installation Appointments, BellSouth met or exceeded the retail analogue for 100% of the sub-metrics of 2-wire analog loops for which CLEC data was reported in April and May 2001. In June 2001, BellSouth met or exceeded the retail analogue in 11 of these 14 sub-metrics of 2-wire analog loops.[43] For two of the submetrics that BellSouth missed in June 2001, the number of CLEC LSRs was 2 for B.2.18.9.2.1 and 6 for B.2.18.11.1.1. Such a small universe of orders does provide a statistically significant sample for comparison.

With respect to the percentage of voice grade loops provisioned to CLECs that required repair within the first seven days, the Commission established a benchmark of less than or equal to 5%. BellSouth met this benchmark in March, April, May, and June 2001.[44]

As the Commission explained in Checklist Item 2, the only Maintenance and Repair sub-metric that BellSouth missed for 2 months during March-June 2001 was B.3.1.9.2/ 2 wire Analog Loop/Non-Design/Non-Dispatch. BellSouth missed only 3 out of the 29 repair appointments for May 2001 and 3 out of 39 for June 2001.

[43] Docket No. 7892-U Performance Measurements (B.2.18.8 thru B.2.18.13).
[44] Docket No. 7892-U Performance Measure % Provisioning Trouble within 7 days-Hot Cut.

Additionally, for Maintenance Average Duration, in March, April, May, and June 2001, BellSouth met or exceeded the retail analogue for 100% of the 2-wire analog loop sub-metrics for which CLEC data was reported.

Finally, for Out of Service > 24 hours, in March-June 2001, BellSouth met or exceeded the retail analogue for 100% of the 2-wire analog loop submetrics for which CLEC data was reported.

(b) Access to xDSL Capable Loops

The Commission finds that BellSouth is providing nondiscriminatory access to xDSL capable loops. This finding is based upon the length of time it actually takes BellSouth to provision an xDSL capable loop, the extent to which BellSouth misses loop installation appointments, the percentage of voice grade loops provisioned to CLECs that need repair during the first 30 days, the length of time it takes BellSouth on average to repair a troubled xDSL loop, and the frequency with which CLECs have to make repeated requests for xDSL loop repairs. *See Verizon-MA Order* ¶¶ 130-153. The Commission concludes that the evidence in the record reflects that BellSouth's performance with respect to these activities, while not perfect, is sufficient to warrant a finding of compliance with the requirements of Checklist Item 4.

With respect to timeliness of xDSL loop installation without conditioning, the data reveals the following[45]:

[45] Docket No. 7892-U Performance Measure (B.2.2.2).

Mar-01	[redacted]		
Apr-01		4.49	92
May-01		6.74	212
Jun-01		5.09	132
Jul-01		4.75	127

BellSouth's performance in provisioning xDSL loops without conditioning is within the Commission's benchmark of 7 business days for April-July of 2001.

In March, April, May, and June 2001, BellSouth met or exceeded the retail analogue for Percent Missed Installation Appointments for xDSL<10 circuits/Dispatch, the only sub-metric for which there is CLEC data.[46] BellSouth is meeting Installation appointments for CLECs at a greater rate than its retail customers.

With respect to Percent Provisioning Troubles Within 30 Days for xDSL<10 circuits (the only category for which there was CLEC data), BellSouth did not meet the applicable retail analogue in April or May 2001, although BellSouth did so in March and June 2001. However, CLECs only experienced troubles within the first 30 days on fewer than 3% of the loops in April and approximately 5% in May.[47] Given this relatively high level of performance, the Commission concludes that slight difference in performance is competitively insignificant.

As to the length of time it takes BellSouth on average to repair a trouble on an xDSL loop, the Maintenance Average Duration for CLECs was the same as or shorter than BellSouth retail for all xDSL sub-metrics in March, April, May, and June 2001.[48] As to the frequency with which CLECs have to make repeated requests for xDSL loop repairs, although BellSouth missed the applicable retail analogue for Percent Repeat

[46]Docket No. 7892-U Performance measure (B.2.18.5.1.1).
[47] Docket No. 7892-U Performance measure (B.2.19.5.1.1).

Troubles Within 30 Days in April 2001, BellSouth met the analogue in March, May and June 2001.[49]

Additionally, at the request of Data CLECs in Docket No. 7892-U, the Commission approved a % Cooperative Test Attempts for xDSL SQM.[50] This SQM measures the percentage of time BellSouth performs the test at the request of the CLEC. The Commission set a benchmark of 95% or greater.

The data reflects that BellSouth exceeded the benchmark for April – June 2001 and missed the mark in March 2001.

Covad questions the "veracity" of BellSouth's xDSL performance data. The Commission previously addressed this issue in connection with Checklist Item 2 and agrees with BellSouth that many of Covad's questions concerning BellSouth's performance data result from Covad's apparent unfamiliarity with the SQM. Indeed, in response to an August 1, 2001 letter to this Commission from Covad, the Commission Staff held a face-to-face meeting with BellSouth and Covad to discuss various issues, which included performance measures. At the conclusion of the meeting, Covad obtained satisfactory explanations to all SQM concerns. The Commission also is not persuaded about the reliability of Covad's performance data included with its comments.

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[48] Docket No. 7892-U Performance measures (B.3.3.5.1 and B.3.3.5.2).
[49] Docket No. 7892-U Performance measures (B.3.4.5.1 and B.3.4.5.2).

For example, BellSouth points out that Covad apparently counts repeat troubles toward the calculation of results for Percent Troubles Reported With 30 Days, which is inconsistent with the business rules set forth in the SQM. BellSouth has raised other questions about how Covad's internal assessment of BellSouth's data was calculated, and, as a result, the Commission is hesitant to rely upon such data to draw any conclusions about BellSouth's xDSL loop performance. *Stacy Performance Reply Affidavit,* ¶¶ 141-184.

With respect to ISDN timeliness of loop installation, in March through June 2001, BellSouth met the applicable retail analogue for OCI for all ISDN loop sub-metrics for which there was any CLEC volume.[51] Moreover in the period of March through June 2001, BellSouth met or exceed the retail analogue for Percent Missed Installation Appointments for UNE ISDN/< 10 circuits/Dispatch, the only sub-metric for which there was CLEC data.

While BellSouth did not meet the retail analogue in April through June 2001 for Percent Provisioning Troubles Within 30 Days for ISDN<10 circuits (the only category for which there was CLEC data), CLECs only experienced troubles on less than 2% of the loops each month.

When CLECs did experience trouble on ISDN loops, BellSouth handled the troubles in the same time and manner as it handled the troubles for its retail units. BellSouth met or exceeded the retail analogue for Missed Repair Appointments for both ISDN sub-metrics in March-June 2001. Furthermore, the Maintenance Average Duration

[50] Docket No. 7892-U Performance measure (B.2.33.1).
[51] Docket No. 7892-U Performance measures (B.2.1.6)

for CLECs was the same as or shorter than BellSouth retail for both ISDN sub-metrics for March-June 2001.

(c) Hot Cut Conversions

The Commission agrees with the FCC that "[t]he ability of a BOC to provision working, trouble-free loops through hot cuts is critically important in light of the substantial risk that a defective hot cut will result in competing carrier customers experiencing service outages for more than a brief period." *SWBT-TX Order*, ¶ 256. The Commission finds that BellSouth has satisfied its hot cut obligations.

In March-June 2001, BellSouth met the benchmark for every single hot cut sub-metric. BellSouth completed 99.31% of the hot cuts on time specific SL2 loops and 100% on non-time specific SL2 loops in less than fifteen minutes in March; 98.21% of the time specific SL2 loops and 98.85% of the non-time specific SL2 loops in less than 15 minutes in April; 99.02% of the hot cuts on time specific SL2 loops and 99.63% on non-time specific SL2 loops in less than fifteen minutes in May; and, 98.94% of the hot cuts on time specific SL2 loops and 100% on non-time specific SL2 loops in less than fifteen minutes in June.[52] In addition, BellSouth performed the cutovers correctly, meeting the Commission's benchmark for Percent Provisioning Troubles Within Seven Days in all four months. Although AT&T argues that the hot cut conversion measures adopted by the Commission are "inadequate," *AT&T Reply Comments, p.* 37, the record presented in this matter does not appear to support such a finding. In any event, this is an issue more properly addressed in the workshops to be held in October in Docket No. 7892-U.

[52] Docket No. 7892-U Performance Measures (B.2.14.2 and B.2.14.4).

The Commission is not persuaded by AT&T's complaints about BellSouth's hot cut procedures as they relate to a Memorandum of Understanding ("MOU") recently executed by the parties as a result of the Hot Cut Reconciliation Process directed by the Commission on August 5, 2000, in Docket No. 7892-U. This is particularly true given that AT&T's complaints about the MOU appear to be largely hypothetical and are not based on specific and concrete actions by BellSouth, which AT&T claims violate the terms of the MOU. That the parties may have an "operational disagreement" regarding IDLC does not constitute grounds to find BellSouth in non-compliance with Checklist Item 4. Furthermore, the Commission also expects this issue to be addressed as part of the workshops to be held in October in Docket No. 7892-U.

In Docket No. 11901-U, the Commission resolved the issue underlying AT&T's allegation that BellSouth refuses to check the availability of facilities prior to issuing a FOC. In that proceeding, the Commission held that any request for BellSouth to check facility availability should be pursued through the CCP. Furthermore, the Commission notes that BellSouth provides through its interconnection website a report containing AT&T's CFA assignments, which allows AT&T to check the status of its CFA before submitting an LSR. *Milner Reply Affidavit,* ¶ 71.

Although the Commission is concerned by KMC's claim that customers have been disconnected during the hot cut conversion as a result of problems in supplementing a conversion order, KMC has not provided the Commission with adequate information to evaluate such claims. Also, BellSouth submitted evidence that many of the erroneous disconnect problems appear to be due, at least in part, to KMC supplementing its LRSs multiple times, often with changes coming very close to the original due date. BellSouth

states that it has established procedures to ensure that erroneous disconnects do not occur, which the Commission finds to be satisfactory. *Milner Reply Affidavit*, ¶ 75.

The Commission finds unconvincing KMC's claim that BellSouth often misses the firm appointment time to cutover a loop. Again, KMC has provided little evidence to substantiate this claim. Moreover, BellSouth claims that of the 93 orders BellSouth worked for KMC in May 2001, there were no due dates missed for BellSouth reasons, and 16 missed for KMC delays. *Milner Reply Affidavit,* ¶ 76.

Equally unconvincing is KMC's complaint that BellSouth fails to complete the requisite disconnect work in its switches for one in five orders. Again, no specific evidence has been submitted by KMC to support this claim, which BellSouth strongly disputes. Furthermore, BellSouth has presented evidence that the problems experienced by KMC were due to KMC's failure to call BellSouth and accept the conversion. *Milner Reply Affidavit*, ¶ 77.

(d) Access to Sub-Loop Elements

Although AT&T has raised a number of issues concerning access to sub-loop elements, the Commission believes that BellSouth has adequately addressed each of these issues. Particularly telling in the Commission's view is that while BellSouth installed 40 access terminals for AT&T at an apartment complex in Atlanta, since December 2000 AT&T has not ordered any unbundled network terminating wire ("UNTW") pairs associated with those terminals and has not requested any additional access terminals. *Milner Reply Affidavit,* ¶¶ 84-89. Under such circumstances, the Commission is not convinced that BellSouth has delayed AT&T's entry into the MDU market, as AT&T alleges.

The Commission addressed the issue of access to sub-loop elements in the MDU environment in its decisions in Docket Nos. 10418-U and 11853-U. The Commission expects BellSouth to comply with the terms of the interconnection agreements that embody those decisions and will continue to monitor the situation to ensure that such is the case. However, in the meantime, the Commission does not believe that AT&T's complaints about access to sub-loop elements warrants a finding of noncompliance by BellSouth with Checklist Item 4.

(e) Line Sharing

The Commission finds that line sharing can be ordered from and provisioned and maintained by BellSouth in a timely, accurate, and nondiscriminatory manner as required by Checklist Item 4. BellSouth met all of the FOC and reject timeliness benchmarks for line sharing in March, April, May, and June 2001 except for Reject Interval/ Non-Mechanized for the month of March where the performance was 81.82%, with the benchmark being 85%. The same is true with respect to provisioning of line sharing, where BellSouth met or exceeded the OCI, Percent Missed Installation Appointments, and Percent Provisioning Troubles Within 30 days for line sharing in March, April, May, and June 2001.[53] Finally, although in June 2001 BellSouth's retail ADSL had fewer missed repair appointments than CLEC's line sharing involving a dispatch, BellSouth met or exceeded the retail analogue on this measure in both April and May 2001.[54]

BellSouth also had a lower maintenance average duration for CLEC line sharing than for its retail orders in April, May, and June 2001. *See SWBT-KS/OK Order,* ¶ 215; *Verizon-MA Order,* ¶ 114.

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[53] Docket No. 7892-U Performance Measures OCI (B.1.7.3.1 and B.1.7.3.2); % MIA(B.2.18.7.1.1 and B.2.18.7.1.2); and % Provisioning Trouble within 30 days (B.2.19.7.1.2).

The Commission rejects AT&T's argument that BellSouth fails to satisfy Checklist Item 4 because it does not provide xDSL service to customers who receive their voice service from a CLEC. The FCC considered and rejected this same argument in approving SBC's application for in-region, interLATA authority in Texas. *SWBT-TX Order*, ¶ 330 ("[W]e reject AT&T's argument that we should deny this application on the basis of SWBT's decision to deny its xDSL service to customers who choose to obtain their voice service from a competitor that is using the UNE-P. Under our rules, the incumbent LEC has no obligation to provide xDSL service over this UNE-P carrier loop").

The Commission also rejects AT&T's argument that BellSouth is not in compliance with FCC rules by failing to offer CLECs the option to install integrated splitter/DSLAM line cards into DSLAM-capable BellSouth remote terminals to facilitate remote site line sharing. *See AT&T Reply Comments*, p. 35. This issue was resolved in Commission Docket No. 11900-U. Furthermore, the FCC is presently considering this issue in connection with a pending notice of proposed rulemaking.

(g) Line Splitting

Although it does not appear that any CLEC has ordered line splitting from BellSouth, the Commission is persuaded that BellSouth has the necessary procedures in place to accept and provision such orders when they are actually placed. AT&T's complaints about BellSouth's line splitting offering have been largely addressed by the Commission in its decisions in Docket No. 11900-U, and the Commission notes that BellSouth filed a revised SGAT on August 27, 2001 which incorporated those decisions.

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[54] Docket No. 7892-U Performance Measure (B.3.2.7.1 and B.2.3.7.2).

Notwithstanding AT&T's claims to the contrary, the Commission concludes that there is no requirement that BellSouth implement electronic ordering for line splitting as a prerequisite to compliance with Checklist Item 4. The FCC approved Verizon's application for in-region, interLATA authority in Massachusettes, even though Verizon had not yet "implemented an electronic OSS functionality to permit line splitting." *Bell Atlantic-MA*, ¶ 180. Furthermore, the Commission ordered BellSouth to deploy the electronic ordering capability for line splitting no later that January 5, 2002.

(4) Conclusion

The Commission concludes that BellSouth has demonstrated compliance with Checklist Item 4.

E. Checklist Item 5--Unbundled Local Transport

(1) Overview

Checklist Item 5 requires a BOC to provide "[l]ocal transport from the trunk side of a wireline local exchange carrier switch unbundled from switching or other services." 47 U.S.C. § 271(c)(2)(B)(v). According to the FCC, interoffice transmission facilities include both dedicated transport and shared transport. *Second Louisiana Order,* ¶ 201. The FCC concluded that an ILEC must provide unbundled dedicated transport or transmission facilities between the carrier's central offices or between such offices and those of competing carriers. *First Report and Order,* ¶ 440. The FCC further concluded that an ILEC also must provide all technically feasible capacity-related transmission services, such as DS-1, DS-3, and OC-n transport. Third Report and Order, *In re: Implementation of the Local Competition Provisions of the Telecommunications Act of*

1996, CC Docket 96-98, 15 FCC Rcd 3696, ¶¶ 323 and 326 (Nov. 5, 1999) ("*Third Report and Order*"); *Bell Atlantic-NY Order,* n. 1041.

(2) BellSouth Comments

BellSouth asserts that it provides dedicated and shared transport between end offices, between tandems, and between tandems and end offices, and has procedures in place for the ordering, provisioning, and maintenance of both dedicated and shared transport. *Milner Affidavit,* ¶ 121. BellSouth offers dedicated transport at high levels of capacity, including DS-1, DS-3, and OC-n levels. *Milner Affidavit,* ¶ 118. For dedicated transport, to the extent technically feasible, BellSouth provides requesting carriers access to digital cross-connect system functionality in the same manner that BellSouth provides it to interexchange carriers. *Milner Affidavit,* ¶ 118. When BellSouth provides common (shared) transport, BellSouth permits CLECs purchasing shared transport to use the same routing tables resident within BellSouth's switches.

As of March 31, 2001, BellSouth had provided 2,375 dedicated local transport trunks to CLECs in Georgia. While BellSouth cannot provide specific trunk numbers for common trunks, from July 1999 through March, 2001, there were 46 CLECs in Georgia and 92 region-wide that used common transport to some degree. *Milner Affidavit,* ¶¶ 123-124.

(3) CLEC Comments

No CLEC filed comments addressing BellSouth's compliance with Checklist Item 5.

(4) Discussion

The Commission finds that BellSouth is providing unbundled local transport consistent with the requirements of Checklist Item 5. In the *Second Louisiana Order,* the FCC concluded that, but for the deficiencies in BellSouth's OSS noted under Checklist Item 2 (which the Commission finds BellSouth has adequately addressed), BellSouth demonstrated that it provides unbundled local transport as required by Checklist Item 5. *See Second Louisiana Order,* ¶ 202. The Commission analyzed the Ordering, Maintenance and Repair and Billing sub-metrics relating to UNEs, including Local Interoffice Transport as part of its review under Checklist Item 2 and found that BellSouth met Checklist Item 2. For the months of March through June 2001, BellSouth met the provisioning OCI sub-metric (B.2.1.2.1.1) Local Interoffice Transport/<10 circuits Dispatch, which was the only sub-metric with CLEC usage.

(5) Conclusion

The Commission concludes that BellSouth has demonstrated compliance with Checklist Item 5.

F. Checklist Item 6--Unbundled Local Switching

(1) Overview

Checklist item 6 requires a BOC to provide "[l]ocal switching unbundled from transport, local loop transmission, or other services." 47 U.S.C. § 271(c)(2)(B)(vi). The FCC requires a BOC to provide unbundled local switching that includes line-side and trunk-side facilities, plus the features, functions, and capabilities of the switch. *See Second Louisiana Order,* ¶ 207. The features, functions, and capabilities of the switch include the basic switching function as well as the same basic capabilities that are